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24 **UNITED STATES DISTRICT COURT**
25 **DISTRICT OF NEVADA**

26 AMBER SALAZAR, an individual; on)
27 Behalf of herself, and on behalf of all)
28 Others similarly situated,)
29)
30 Plaintiffs,)
31) Case No.: 2:09-cv-01829-LDG-GWF
32 v.)
33)
34 WELL'S FARGO BANK N.A.; and)
35 DOES 1 through 100, inclusive,)
36)
37 Defendants.)
38)

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40 **[PROPOSED] ORDER FOR PRELIMINARY APPROVAL OF CLASS ACTION**
41 **SETTLEMENT, SETTING OF A FAIRNESS DETERMINATION HEARING AND**
42 **APPROVAL OF NOTICE TO CLASS**

43 The Court, having fully reviewed Plaintiffs' Notice of Motion and Motion for
44 Preliminary Approval of Class Action Settlement, the supporting Points and Authorities,
45 Declaration of David R. Markham, the Stipulation of Settlement and Release Between Plaintiff,

1 Class, and Defendant ("Settlement Agreement"), Notice of Proposed Class Action Settlement
2 and Claim Form, and the Proposed Order Granting Preliminary Approval, and in recognition of
3 the Court's duty to make a preliminary determination as to the reasonableness of any proposed
4 Class Action settlement, and if preliminarily determined to be reasonable, to ensure proper notice
5 is provided to Class Members in accordance with due process requirements; and to conduct a
6 Final Approval hearing as to the good faith, fairness, adequacy and reasonableness of any
7 proposed settlement, THE COURT HEREBY MAKES THE FOLLOWING
8 DETERMINATIONS AND ORDERS:

9 1. The Court finds, on a preliminary basis, that the Settlement Agreement,
10 incorporated in full by this reference and made a part of this Order of Preliminary Approval,
11 appears to be within the range of reasonableness of a settlement which could ultimately be
12 given final approval by this Court; the Court notes that Defendant Wells Fargo Bank N.A.
13 ("Wells Fargo" or "Defendant") has agreed to pay a maximum sum of \$100,000 to the Plaintiff,
14 Class Members, the Class Representative, Class Counsel, and the Claims Administrator, with
15 an additional payment of up to \$5,000 to the Claims Administrator, if necessary, to pay for any
16 additional administrative costs incurred, in full satisfaction of the claims as more specifically
17 described in the Settlement Agreement;

18 It further appears to the Court, on a preliminary basis, that the Settlement Agreement is
19 fair and reasonable to Class Members when balanced against the probable outcome of further
20 litigation relating to class certification, liability and damages issues, and potential appeals of
21 rulings. It further appears that significant informal discovery, investigation, research, and
22 litigation has been conducted such that counsel for the Parties at this time are able to reasonably
23 evaluate their respective positions. It further appears that settlement at this time will avoid
24 substantial costs, delay and risks that would be presented by the further prosecution of the
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1 litigation. It also appears that the proposed Settlement Agreement has been reached as the
2 result of intensive, informed and non-collusive negotiations between the Parties;

3 **ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR ORDER**
4 **OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY**
5 **GRANTED; AND HEREBY TEMPORARILY AND CONDITIONALLY CERTIFIES**
6 **THE CLASS FOR SETTLEMENT PURPOSES ONLY PURSUANT TO THE TERMS**
7 **AND CONDITIONS CONTAINED IN SAID SETTLEMENT AGREEMENT. THE**
8 **CLASS CONDITIONALLY CERTIFIED IS AS FOLLOWS: ALL CURRENT AND**
9 **FORMER HOURLY WELLS FARGO EMPLOYEES WITH THE JOB TITLE**
10 **“BUSINESS BANKING SPECIALIST,” INCLUDING POSITIONS WITH SIMILAR**
11 **TITLES AND/OR DUTIES WHO WORKED IN NEVADA AT ANY TIME FROM**
12 **AUGUST 11, 2006 THROUGH THE DATE OF THIS ORDER.**

15 2. The Court finds that the Notice of Proposed Class Action Settlement and Claim
16 Form advise of the pendency of the Class Action and of the proposed settlement, of preliminary
17 Court approval of the proposed Settlement Agreement, claim submission timing and
18 procedures, opt-out timing and procedures, and of the Final Approval Hearing. These
19 documents fairly and adequately advise Class Members of the terms of the proposed Settlement
20 and the benefits available to Class Members thereunder, as well as their right to “Opt-Out” and
21 procedures for doing so, and of the Final Approval Hearing and the right of Class Members to
22 file documentation in support or in opposition and to appear in connection with said hearing;
23 the Court further finds that said Notice clearly comports with all constitutional requirements
24 including those of due process;

ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES THE PROPOSED NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND THE PROPOSED CLAIM FORM;

3. The mailing to the present and/or last known addresses of the Class Members constitutes an effective method of notifying Class Members of their rights with respect to the Class Action and Settlement; ACCORDINGLY, IT IS HEREBY ORDERED as follows:

(a) Within 30 business days after entry of Preliminary Approval, Wells Fargo shall forward to the appointed Claims Administrator, Gilardi & Company, LLC, a database (in an electronic spreadsheet format) of all Class Members, including the names, last known addresses and telephone numbers, best estimates of dates of employment, and social security numbers:

(b) Within 50 business days after entry of Preliminary Approval), the Claims Administrator, Gilardi & Company, Inc., shall mail to each member of the Settlement Class, by first class, postage pre-paid, the Notice of Class Action Settlement and Claim Form.

All mailings shall be made to the present and/or last known mailing address of the Class Members based on Wells Fargo's records, as well as addresses that may be located by the Claims Administrator, who will conduct standard address searches in cases of returned mail. The Court finds that the mailing of notices to Class Members as set forth in this paragraph is the best means practicable by which to reach Class Members and is reasonable and adequate pursuant to all constitutional and statutory requirements including all due process requirements.

4. IT IS FURTHER ORDERED that all:

(a) Requests for Exclusion (“opt-out requests”) must be mailed to the Claims Administrator, Gilardi & Company, Inc., postmarked within 30 calendar days after mailing of the Class Notice.

1 (b) Objections must be filed with the Court as described in the Class Notice
2 within 30 calendar days after mailing of the Class Notice and served on Counsel for the
3 Plaintiffs and on Counsel for Wells Fargo.

4 (c) Claim Forms must be mailed to the Claims Administrator, postmarked
5 within 60 calendar days after mailing of the Class Notice.

7 5. IT IS FURTHER ORDERED that the Final Approval Hearing shall be held
8 before the undersigned June 3, 2011 at 9:00 a.m. at the above- entitled court located at
9 333 Last Vegas Blvd. South, Las Vegas, NV 89101, to consider the fairness, adequacy and
10 reasonableness of the proposed Settlement Agreement preliminarily approved by this Order of
11 Preliminary Approval, and to consider the application of Class Counsel Clark & Markham LLP
12 and Gerard & Associates for an award of reasonable attorneys' fees, litigation expenses, class
13 representative enhancements, and for costs of claims administration incurred;
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15 6. IT IS FURTHER ORDERED all briefs in support of the proposed Settlement
16 and fee and cost applications shall be served and filed with the Court on or before
17 May 4, 2011 by 4:00 PM.

18 7. IT IS FURTHER ORDERED that pending final determination of whether this
19 proposed Settlement should be granted final approval, no Class Member, either directly or
20 representatively, or in any other capacity, shall commence or prosecute any action or
21 proceeding asserting any of the Class Members' Released Claims, as defined in the Settlement
22 Agreement, against Wells Fargo in any court or tribunal;
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24 8. IT IS FURTHER ORDERED that any party to this case, including Class
25 Members, may appear at the Final Approval Hearing in person or by counsel, and may be heard
26 to the extent allowed by the Court, in support of or in opposition to, the Court's determination
27 of the good faith, fairness, reasonableness and adequacy of the proposed Settlement, the
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1 requested attorneys' fees and litigation expenses, and any Order of Final Approval and
2 Judgment regarding such Settlement, fees and expenses; provided, however, that no person,
3 except Class Counsel and counsel for Wells Fargo, shall be heard in opposition to such matters
4 unless such person has complied with the conditions set forth in the Notice of Proposed Class
5 Action Settlement which conditions are incorporated therein;

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7 9. IT IS FURTHER ORDERED that in the event of the occurrence of the Effective
8 Date, as defined in the Settlement Agreement, all Class Members, except those who have
9 requested exclusion from the settlement, and their successors shall conclusively be deemed to
10 have given full releases of any and all Class Members' Released Claims as defined in the
11 Settlement Agreement against Wells Fargo, its former and present parents, subsidiaries,
12 affiliated corporations and entities, and each of their respective officers, officials, directors,
13 employees, partners, shareholders and agents, any other successors, assigns or legal
14 representatives ("Class Members' Released Parties") and all such Class Members and their
15 successors shall be permanently enjoined and forever barred from asserting any Class
16 Members' Released Claims against any Class Members' Released Parties as described by the
17 Settlement Agreement;

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19 10. IT IS FURTHER ORDERED that if, for any reason, the Court does not execute
20 and file an Order of Final Approval, or if the Settlement Effective Date does not occur for any
21 reason whatsoever, the proposed Settlement Agreement and the proposed Settlement subject of
22 this Order and all evidence and proceedings had in connection therewith, shall be without
23 prejudice to the status quo ante rights of the parties to the litigation as more specifically set
24 forth in the Settlement Agreement.

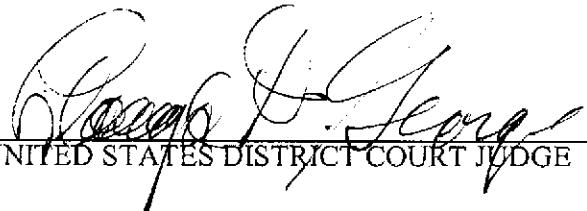
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1 11. IT IS FURTHER ORDERED that, pending further order of this Court, all
2 proceedings in this matter except those contemplated herein and in the Settlement Agreement
3 are stayed.

4 The Court expressly reserves the right to adjourn or continue the Final Approval
5 Hearing from time-to-time without further notice to the Class Members.

6 **IT IS SO ORDERED.**

7 Dated: 14 Dec., 2010


8 UNITED STATES DISTRICT COURT JUDGE
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